



EX PARTE OR LATE FILED

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ORIGINAL

Melissa E. Newman
Vice President-Federal Regulatory

December 13, 2002

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EX PARTE

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street SW, 5-C201
Washington, DC 20554

RE: WC Docket No. 02-314

Dear Ms. Donch:

Today, Melissa Newman, Dan Poole, and Andy Crain met with Commissioner Abemathy and Man **Brill**, and also in a separate meeting with Sam Feder. The purpose of these meetings was to discuss three issues raised in Qwest's **271** application.

First, the issue of unfiled agreements was discussed and the subject matter of that discussion can be found in the attachments to this letter. Second, Qwest discussed its mechanized loop testing process and raw loop data tools. In particular, Qwest reiterated its position that its raw loop data tool provides wholesale customers the information they need to qualify **loops for** advanced services in a nondiscriminatory manner that satisfies Qwest's obligations under the Telecommunications Act and the FCC's rules.

Third, Qwest discussed its section **272** long distance affiliate, QLDC. Qwest explained that the withdrawal of the KPMG letter has no relevance to QLDC, as discussed in the attached letter.

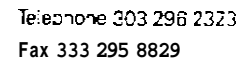
Sincerely,

Melissa E. Newman

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List ABOVE

Attachments

cc: Matthew Brill
Sam Feder



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John L. Munn
Corporate Counsel
Policy and Law

December 11, 2002

EX PARTE

Marlene Dortch
Secretary
Federal Communications Commission
445 12th Street, NW
Washington, DC 20554

Re: **WC Docket No. 02-314 – Application of Qwest Communications International Inc. for Authorization to Provide In-Region, InterLATA Service in the States of Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, Washington and Wyoming**

Dear Ms. Dortch:

This letter responds to the December 4, 2002 *ex parte* letter filed by counsel for AT&T in the above-captioned proceeding. AT&T's letter is littered with inaccuracies and largely recites arguments to which Qwest has already responded. It misses the point of the current application and fails to provide a basis to support its recommendation.

First, AT&T's letter **misses** a critical point. The KPMG LLP (KPMG) September 4, 2002 Independent Accountants' **Report (KPMG Report)**¹ does not address **the** Section 272 affiliate included in this filing. The **KPMG Report** addressed transactions between Qwest Corporation (**QC**) and Qwest Communications Corporation (QCC), the former Section 272 affiliate. The KPMG Report was prepared in the prior Qwest 271 applications at the Commission's request to address concerns over Qwest Communications International Inc.'s inability to certify its financial statements. **Due** to an inability to resolve outstanding issues within the **statutory** time period, Qwest withdrew its then-pending 271 applications. On September 30, 2002, Qwest filed **the** current 271 application and committed that all in-region originating interLATA service would **be** provided by its new Section 272 affiliate, Qwest LD Corp. (QLDC), upon approval. **The** prior accounting concerns about past transactions, including **those** addressed in the KPMG Report, have no bearing on QLDC. Qwest's current Section 271 filing does not rely **upon** the withdrawn KPMG report to establish compliance with Section 272. **Therefore**, the withdrawal of **the** KPMG Report that **exclusively** addressed QCC as the Section 272 affiliate **has** no effect on Qwest's showing of compliance with Section 272 in the current docket which relies on QLDC.

¹ This is **the** KPMG Report that was withdrawn by KPMG's November 22, 2002 *ex parte* letter.

Second, AT&T's entire house of cards is built upon naked conjecture that is implausible and incorrect. AT&T creatively claims that "KPMG provides no explanation why it has withdrawn its prior statement" other than what it calls cryptic references. To the contrary, KPMG articulated the following **reason** in its November 22, 2001 letter for the withdrawal of the September 4 report:

Subsequent to issuance of the accountants' report, we determined that the standards (AICPA standards) referred to above do not provide for the provision of a review-level service in these instances. For that **reason**, KPMG LLP hereby advises you that the aforementioned accountants' report is no longer to **be** relied upon by **any** party effective with **the** date of this letter.³

Contrary to AT&T's protestations, KPMG's November 22, 2002 letter articulated the sole reason for the withdrawal of the KPMG report and the reason does not support a negative inference for QCC or QC.

Third, **after** incorrectly determining that **no** reason was given for the withdrawal, AT&T claims that the "Commission *must* therefore **assume** that KPMG has subsequently discovered information that caused it to reverse its prior conclusions about the propriety of QC's accounting for transactions with the 272 affiliate"[QCC].⁴ AT&T's proffered assumption is incorrect. The KPMG Report was not withdrawn, **as** suggested by AT&T, because KPMG became aware of facts that made the report inaccurate. Again, as we have emphasized above, the report was withdrawn solely for the reason articulated in the letter. In an effort to cut short AT&T's attempt to confuse or mislead, Qwest has attached a letter **from** KPMG which confirms once again that the reason for withdrawal of the KPMG Report was the **reason** stated in the November 22, 2002 letter. After KPMG submitted its Report, KPMG determined that AICPA standards do not allow for the issuance of a report that finds compliance with a rule based on a review-level **service**.⁵

The rest of AT&T's arguments have been previously made by AT&T and rebutted by Qwest. Qwest's Supplemental Brief, Supplemental Reply Comments and the September 30 and October 25, 2002 declarations in the record in this docket from Ms. Judith L. Brunsting and Ms. Marie E. Schwartz establish that QC and QLDC have made the required showing under Section 272. AT&T fails to present a credible attack to that showing. Instead, in yet another attempt to delay increased interLATA competition to the consumers in the states included in this Application, AT&T seeks to impose requirements above and beyond the Commission's well-established standards for compliance with Section 272. AT&T's requests should **be** summarily rejected.

² AT&T letter, p.2 (December 4, 2002).

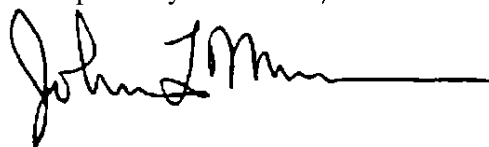
³ KPMG letter, p.1 (November 22, 2002)(emphasis added)

⁴ AT&T letter, p.2 (December 4, 2002)(emphasis added).

⁵ KPMG letter, p.1 (December 11, 2002).

Marlene Dortch
December 11, 2002
Page 3

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "John L. Munn", followed by a long horizontal line extending to the right.

John L. Munn

Melissa E. Newman
Vice President - Federal Regulatory

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202 293 0561 fax



December 13, 2002

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, N.W.
Washington, D.C. 20554

***Re. Application of Qwest Communications International Inc. to
Provide In-region InterLATA Services in the States of
Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota,
Utah, Washington, and Wyoming, WC Docket No. 02-314***

Dear Ms. Dortch.

At the request of the staff, Qwest has reviewed the letter filed in the above-referenced docket by AT&T on December 11, 2002. In that letter AT&T makes various unfounded allegations, including the charge that Qwest has currently-effective contracts with CLECs concerning Section 251 obligations that are not available to AT&T and other carriers. To support that charge, AT&T purports to provide a list of 12 contracts that it claims "(1) have not been terminated and remain in effect, (2) have been determined by the Arizona Staff to be 'interconnection agreements' and (3) have not yet been posted to Qwest's website." AT&T Letter at 2.

Qwest has reviewed this list at the request of the staff, and, as indicated in the chart provided here, AT&T is flatly wrong. Indeed, AT&T's allegations are particularly disingenuous because AT&T is ignoring information Qwest previously provided on these very same agreements when AT&T made the very same allegations. Copies of Qwest's previous filings also are provided with this letter.

More specifically, in August 2002 Qwest filed with utility commissions in the application states all previously-unfiled contracts with CLECs that contained currently-effective going forward terms related to Section 251(b) or (c) matters. This standard mirrored the one that Qwest had implemented for new agreements with CLECs earlier this year pending action by the FCC on Qwest's petition for a declaratory ruling on the scope of the Section 252 filing requirement.

On October 4 the Commission issued its declaratory ruling on this subject ^{1/} In that decision the Commission clarified which contracts between ILECs and CLECs must be filed with and approved by state utility commissions under Section 252, and which do not The Commission stated that

- The filing requirement applies to agreements or provisions that create ongoing obligations pertaining to Section 251(b) or (c) matters.
- The filing requirement does not apply to settlement agreements that simply provide for “backward-looking consideration” (e.g., the settlement of a dispute in consideration for a cash payment or the cancellation of an unpaid bill).
- The filing requirement does not apply to order forms or form contracts that memorialize an order for services, the terms and conditions of which are set forth in a filed interconnection agreement.

This FCC standard **is** consistent with the one that Qwest has applied to all new contracts with CLECs since last spring, and to its previously-unfiled contracts with CLECs that were submitted to state authorities in August.

AT&T’s response has been to compare apples with oranges. For example, in its October 15 comments in this proceeding AT&T identified various contracts that it claimed contain currently-effective terms requiring filing under Section 252. However, AT&T based its allegations on older contracts that Qwest provided in response to state commission requests for all prior contracts with CLECs back to a specified date, irrespective of whether the contracts remained in effect, and irrespective of whether the contracts should be considered interconnection agreements for purposes of Section 252.

Qwest responded to each and every AT&T allegation in its own October 25 reply comments. Qwest demonstrated why each of the contracts identified by AT&T did not meet the Section 252 filing standard established by the Commission. In many cases this was because the contract no longer was in effect, a fact that AT&T admittedly might not have known from the face of an agreement. In other cases the contract terms were backwards-looking settlements of disputes, or form contracts memorializing orders for services, that the FCC has ruled do not require filing under Section 252. Qwest provided a detailed matrix walking through each of the contracts cited by AT&T why filing was not required in each case A copy of that matrix is provided here

^{1/} Memorandum Opinion and Order. **Petition for Declaratory Ruling** on the Scope of **the Duty to File and Obtain Approval** of Negotiated Contractual Arrangements Under Section 252(a)(1), FCC 02-276 (Oct 4, 2002)

On November 7 AT&T filed an ex parte statement purporting to identify additional contracts that it alleged contained currently-effective terms requiring filing under Section 252. Once again Qwest went back to those agreements, reviewed them again, and prepared a detailed contract-by-contract response. Once again Qwest demonstrated that the agreements are not in effect, or do not contain terms that meet the FCC's standard as set forth in the Declaratory Ruling. Once again Qwest provided a detailed matrix on this point, a copy of which also is provided here.

AT&T acts as if it has not read these responses from Qwest. Its latest allegations are sheer repetition with no new facts. AT&T simply points to 12 contracts that it already has referenced in its October and November comments, and that Qwest already has demonstrated do not contain currently-effective obligations under Section 251(b) and (c).^{2/} In the attachment here Qwest once again responds to these allegations, including noting where in the record it discussed the contracts before.

AT&T is playing games when it states that these contracts have been determined by the Arizona staff to be interconnection agreements that remain in effect. First, the Arizona staff report addressed contracts supplied by Qwest without reference to whether they remain in effect. The staff is looking at past compliance among other matters. Second, the Arizona staff did not have the benefit of the Commission's subsequent October 4 Declaratory Ruling.^{3/} Thus, for example, the staff listed as potential interconnection agreements contracts that are outside the scope of that subsequent FCC ruling. either because they are settlement agreements with only backwards looking consideration, or because they are form contracts for services that are generally available in filed agreements.

^{2/} The newly referenced contract **is a deal** for operator services that does not fall within the Commission's Declaratory Ruling standard, but was **filed** before that ruling **was** announced **in any** event

^{3/} The **Arizona staff issued** their report prior to the FCC Declaratory Ruling

These are all matters that Qwest has discussed in detail in this docket before. AT&T's December 11 letter does not present any new facts to rebut the showings that Qwest has made on this subject. Qwest has demonstrated before, and it does again here, that none of the contracts cited by AT&T contain currently-effective obligations under Section 251(b) or (c) that require filing under the Commission's Declaratory Ruling standard.^{4/} Qwest hopes that this time AT&T will read this response to its allegations with more care, and refrain from making further unsupported claims.^{5/}

Sincerely,

^{4/} AT&T also asserts that these **contracts** were not posted on Qwest's web site. This is correct, but only because the **contracts** do not contain **currently-effective** terms requiring filing under Section 252. Qwest provided web site **notice** to make clear that CLECs could request under Section 252(i) policies the terms of contracts that were pending for approval with slate authorities under Section 252 prior **to** action by those authorities. Qwest did not **commit** to post contracts **that** did not contain current Section 251 obligations.

^{5/} AT&T has occasionally claimed here that Qwest is reading the Commission's Declaratory Ruling narrowly and making circumscribed filings. This is also quite wrong. Qwest has **no** interest in further debates over Section 252 compliance, and company policy is to err on the side of filing contracts with CLECs under Section 252. In **that** regard we wish **to** note a filing made **this** week in Colorado **out** of **uncertainty** as **to** whether **or** not it qualifies **as** a form order under the Commission's standard. Specifically, in May 2001 New Access Communications, LLC subscribed to Qwest's Version 3.6 Template SCAT agreement then on file with **and** approved by **the** relevant state **authorities in its** region. **At the time, long** before the Commission's Declaratory Ruling, Qwest filed the New Access contract with applicable **states**. and the agreement was approved by **those** slates in the summer of 2001. However, through an oversight due to human error **this** contract was not filed in Colorado at the time. To avoid any going forward issue Qwest filed **this** agreement with the Colorado PUC on December 12, 2002. However, we emphasize **that** the contract is itself an opt in to the terms of the published and approved SCAT available to all other CLECs, and other CLECs have opted into the same SCAT.

QWEST EX PARTE
02-314
DECEMBER 13,2002
ATTACHMENT 1

DECEMBER 13, 2002

RESPONSIVE MATRIX TO AT&T'S EX PARTE
ON UNFILED AGREEMENTS

Company Name Date of Agreement Name of Agreement	Relevant States	Qwest Discussed Agreement Previously	Reason Not Filed	Explanation
Allegiance 12/24/01 Confidential Billing Settlement	CO WA	Response to Matrix of Kenneth Wilson, Oct. 22, 02 (attached)	Not in effect	Terms of this agreement were superseded by a subsequent interconnection agreement amendment filed for approval in Washington on 2/1/02, and approved on February 27, 2002; filed for approval in Colorado on March 26, 2002 and approved on May 8, 2002.
Allegiance 12/20/99 Directory Assistance Agreement with U S WEST DEX	CO WA	Reply to Responsive Matrix of Kenneth Wilson, Dec. 6.02 (attached)	No section 251 terms	Qwest has not been able to locate an agreement that matches this description. If such an agreement exists, no filing is required either because directory assistance is not a section 251 requirement or if it is a publishing agreement with Dex then because publishing is also not covered by section 251
Allegiance 12/20/99 Publishing Agreement for Official Listings with DEX	CO WA	Reply to Responsive Matrix of Kenneth Wilson, Dec. 6.02 (attached)	No section 251 terms	Publishing terms are not covered by section 251
Allegiance 8/23/00 Interconnect Calling Name Delivery Service Agreement	CO WA	Reply to Responsive Matrix of Kenneth Wilson, Dec 6.02 (attached)	Form contract	The FCC's Declaratory Ruling held that order and contract forms "completed by carriers to obtain service pursuant to terms and conditions set forth in an interconnection agreement do not constitute either an amendment to that interconnection agreement or a new interconnection agreement that must be filed under section 252(a)(1) " Order, 10/4/02, ¶ 13.
Allegiance 6/10/02 Operator Service Agreement	CO WA		Filed	Approved by Colorado on 11/22/02, by Washington on 09/11/02 While not a section 251 obligation, contract filed under comprehensive review process
Eschelon 11/15/00 Letter from Qwest Regarding Daily Usage Information	CO ID UT WA	Response to Matrix of Kenneth Wilson, Oct 22, 02 (attached)	Not in effect	This agreement was terminated by a March 1, 2002 Settlement. AT&T has that this agreement was terminated See Attachment 2 of Wilson Declaration. October 15, 2002.
Eschelon 2/22/02 Settlement Agreement Letter from Qwest	CO ID UT WA	Response to Matrix of Kenneth Wilson, Oct 22, 02 (attached)	Proposal letter not an agreement	This was a proposal letter and not a final agreement. The terms of this proposal were formalized in a March 1, 2002 Settlement Agreement. The going forward terms in the March 1 Settlement Agreement were filed as interconnection agreement amendments.
Global Crossing 9/18/00	CO WA	Response to Matrix of Kenneth Wilson.	No longer in effect; settlement	Some of the terms of this agreement were superseded by a subsequent interconnection agreement filed in Colorado and Washington.

Settlement Agreement and Release		Oct. 22, 02 (attached)	of past dispute	<p>Colorado was approved on December 17, 2000; Washington was approved on November 13, 2000.</p> <p>Other issues were superseded by a July 2001 agreement filed in August 2002. This July 2001 agreement was discussed in the October 12, 2002 matrix.</p> <p>Other terms settle a past dispute.</p>
MCI WorldCom 12/14/00 Confidential Billing Settlement Agreement	CO NE WA UT IA	Response to Matrix of Kenneth Wilson, Oct. 22, 02 (attached)	Some provisions are not section 251 terms; some provisions are not in effect; remaining provisions settle historical disputes	<p>Some provisions covered non section 251 matters and were by a Confidential Billing Settlement Agreement entered into on June 20, 2001</p> <p>All section 251 issues were superseded by interconnection agreement amendments executed on June 29, 2001, which have been filed and approved by the states.</p> <p>Remaining provisions concerned the settlement of a historical dispute.</p>
McLeod 1/25/00 Confidential Settlement Document: US WEST/Qwest Merger	9 states subject to the application	Response to Matrix of Kenneth Wilson, Oct. 22, 02 (attached)	Proposed letter; not an agreement	<p>This was a proposal letter that was formalized and superseded in its entirety by a Confidential Billing Settlement Agreement with McLeod dated April 28, 2000. Most of the terms of that settlement agreement do not relate to section 251. One provision contemplates changes to an existing interconnection agreement which were filed and approved in the applicable states. See the October 22, 2002 matrix for a fuller explanation. Another provision of the 4/28/00 contract was filed for state approvals in August of 2002.</p>
McLeod 10/26/00 Purchase Agreement	7 states subject to the application	Response to Matrix of Kenneth Wilson, Oct. 22, 02 (attached)	Not in effect	<p>This agreement has terminated by the parties on September 19, 2002. To the extent the agreement was amended to include an oral discount, as found by the Minnesota Commission, such amendment was also terminated by the parties on September 19, 2002.</p>
McLeod 10/26/00 Amendment to Confidential Billing Settlement Agreement	9 states subject to the application	Response to Matrix of Kenneth Wilson, Oct. 22, 02 (attached)	Some provisions settle historical disputes; other provisions not in effect	<p>Some provisions are settlements of a historical dispute. Other provisions stated an intention to enter into an agreement which was filed in and approved by the applicable states.</p>

NextLink 5/12/00 Confidential Billing Settlement	CO UT WA	Response to Matrix of Kenneth Wilson, Oct. 22, 02 (<i>attached</i>)	Some provisions settle historical disputes; other provisions not in effect	Some provisions settled historical disputes; other provisions were superseded by a March 2002 agreement which was filed with and approved by the Washington, Utah, and Colorado commissions or superseded by a state cost docket. See October 22, 2002 matrix for more detail.
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**QWEST EX PARTE
02-314
DECEMBER 13,2002
ATTACHMENT 2**

Response to Matrix of Kenneth Wilson

October 22, 2002

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and	Description of Terms and Status
Allegiance	12/24/01	Confidential Billing Settlement	CO, W	No	Not in effect	The terms concerning the rate for DS/O coordinated installation without testing were filed pursuant to Section 252 in an interconnection agreement amendment in Washington on 2/1/02 and approved on 2/27/02. The terms were filed for approval in Colorado on 3/26/02 and approved on 5/8/02. Moreover, the relevant rate was established by the 12/21/01 Colorado cost docket order (No. 99A-577-T) and subsequently reduced by the Commission on 4/17/02 (No. C-02-409). The new rate appears in Qwest's Colorado SGAT dated 8/12/02.
Alltel - Aliant Midwest	4/19/00	Confidential Billing Settlement Agreement	IA, NE	Yes	Filed	The bill and keep provision for all interconnection traffic was contained in interconnection agreement amendments filed with the Iowa Commission on 7/29/00 and the Nebraska Commission on 8/21/00.
Covad	4/19/00	Service Level Agreement Unbundled Loop Services	All, except ND	Yes	Filed	All terms have been filed for approval. This agreement was filed with the Iowa Commission on 3/11/02; with the Washington and Montana Commissions on 8/22/02; and with all other commissions in states in which Qwest has a Section 271 application pending on 8/21/02.
Electric Light Wave	12/30/99	Confidential Billing Settlement Agreement and Release	WA, II UT	No	Not in effect	Terms related to reciprocal compensation expired on 12/31/01. Factors related to reciprocal compensation expired and were superseded by a subsequent agreement.
Electric Light Wave	4/27/00	Confidential Billing Settlement Agreement	WA, II UT	No	N/A	This agreement was a settlement of a historical dispute. It contained no forward-looking terms and only backward-looking consideration.
Electric Light Wave	6/21/00	Amendment #1 to Confidential Settlement Agreement	WA, II UT	No	Not in effect	Matters related to interconnection rates and terms have expired by their terms and have been superseded as outlined in the 4/26/02 <i>Confidential Billing Settlement Agreement</i> described below in interconnection agreement amendments filed in Utah on 6/20/02 and 7/10/02, in Washington on 6/25/02 and 7/10/02, and in Idaho on 7/9/02.

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and	Description of Terms and Status
Electric Light Wave	7/19/01	Binding Letter Agreement	WA, ID, JT	No	Not in effect	The terms of this agreement were incorporated and superseded by the 4/26/2002 <i>Confidential Billing Settlement</i> Agreement discussed below.
Electric Light Wave	1/26/02	Confidential Billing Settlement Agreement	WA, ID, JT	No	Filed	<p>¶ 8 expressly states that the parties will file an interconnection agreement amendment in Utah and Washington (as well as Oregon) relating to the new agreement and incorporating the pricing appendices. This was done. An interconnection agreement amendment was filed on 7/11/02 with the Utah and Washington Commissions reflecting updated rates for interconnection and incorporating benchmark rates filed on 7/9/2002.</p> <p>¶ 11 contains an escalation process. This too was filed for approval with state commissions pursuant to Section 252. An interconnection agreement amendment was filed with the Idaho Commission on 7/09/02. An interconnection agreement containing escalation and dispute resolution terms was filed with the Utah Commission on 6/20/02 and approved on 8/13/02 to be effective 9/20/02. An interconnection agreement containing escalation and dispute resolution terms was filed with the Washington Commission on 6/25/02 and approved on 8/14/02.</p> <p>Those are the only going forward terms and conditions that relate Section 251(b) and (c).</p>
Ernest Comm	3/17/01	Confidential Settlement and Agreement and Release	CO, WA	Yes	Filed	These terms related to UNE-P Payphone lines were filed in Colorado on 8/21/02 and in Washington on 8/22/02.
Eschelon	2/28/00	Confidential/Trade Secret Stipulation and	CO, ID, UT, WA	No	Filed; Not in effect	The Minnesota Commission identified the following provisions as relevant to § 251:

Company	Date	Agreement	State(s)	Qwest Site	terms related to § 251(b) and	Description of Terms and Status
		Agreement				<p>¶ 7 relates to reciprocal compensation, This term was superseded by a bill and keep amendment executed July 31, 2001 and filed with the Colorado, Idaho, Utah, and Washington Commissions.</p> <p>¶ 10 relates to the suspension of termination liability assessments ("TLAs"). This issue was limited to Minnesota and was superseded by an Order from the Minnesota Commission relating to TLAs.</p> <p>¶¶ 11-12 relate to a dedicated provisioning team. These terms were superseded by the <i>Trial Agreement</i> dated 5/1/2000, which itself was terminated by parties 6/15/02.</p> <p>¶ 14 contains a dispute resolution clause. This term was superseded by the escalation process letter dated 11/15/00, which itself was terminated by the Settlement Agreement dated 3/1/2002 (at ¶ 3(b)(3)).</p>
Eschclon	5/1/00	Trial Agreement	CO, ID, UT, WA	No	Not in effect	This agreement, including all provisions regarding an on-site provisioning team and ordering issues, terminated by its own terms May 1, 2001 – as Wilson agrees. However, this agreement was subsequently extended by the parties and ultimately terminated on June 15, 2002.
Eschclon	11/15/00	Feature Letter from Qwest	CO, ID, UT, WA	No	Not in effect	As Wilson agrees, this agreement, including terms related to the pricing for UNE-E features and use of AIN based features, was terminated by the March 1, 2002 Settlement Agreement (at ¶ 3(b)(1)).
Eschclon	11/15/00	Letter from Qwest Regarding Daily	CO, ID, UT, WA	No	Not in effect	As Wilson agrees, this agreement, including terms related to DUF issues, was terminated by the March 1,

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and	Description of Terms and Status
Eschelon	11/15/00	Usage Information				2002 Settlement Agreement (at ¶ 3(d)) and the completion of the transfer to a mechanized process,
Eschelon	11/15/00	Confidential Agreement	CO, ID, JT, WA	No	Not in effect	As Wilson agrees, this agreement, including terms related to escalation Processes, was terminated by the March 1, 2002 Settlement Agreement (at ¶ 3(b)(4)).
Eschelon	11/15/00	Confidential Amendment to Confidential Trade Secret Stipulation	CO, ID, UT, WA	No	Not in effect	As Wilson agrees, this agreement, including terms related to DUF issues and a consulting arrangement, was terminated by the March 1, 2002 Settlement Agreement (at ¶ 3(b)(5)).
Eschelon	3/1/01	Settlement Agreement	CO, ID, UT, WA	Yes	N/A	This entry on Wilson's matrix appears to be a misprint. Qwest believes this to be a reference to the March 1, 2002 Settlement Agreement discussed below.
Eschelon	3/19/01	Confidential Second Amendment to Confidential Trade Secret Stipulation	CO, ID, UT, WA	No	Not in effect	¶¶ 1, 4, and 5 – by their express terms – are a resolution of historical disputes with only backward-looking compensation. ¶ 6 relates to the negotiation of an implementation plan, which was entered into July 31, 2001, but itself was terminated by the March 1, 2002 Settlement Agreement (at ¶ 3(b)(8)).
Eschelon	7/3/01	Status of Switches Access Minute Reporting	CO, ID, UT, WA	No	Not in effect	As Wilson agrees, this agreement, including terms related to DUF issues, was terminated by the March 1, 2002 Settlement Agreement (at ¶ 3(b)(7)).
Eschelon	7/31/01	Implementation Plan	CO, ID, UT, WA	No	Not in effect	As Wilson agrees, this agreement, including terms related to escalation contact information and billing processes, was terminated by the March 1, 2002 Settlement Agreement (at ¶ 3(b)(8)).
Eschelon	2/22/02	Settlement Agreement Letter from Qwest	CO, ID, UT, WA	No	Not in effect	This is merely a proposal letter and not a final agreement. In any event, the terms of this letter were formalized and superseded by the March 1, 2002 Settlement Agreement discussed below.
Eschelon	3/1/02	Settlement Agreement	CO, ID, UT, WA	Yes	Filed; Not in effect	By its express terms, this agreement settled historical disputes between the parties.

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (c)	Description of Terms and Status
						<p>¶ 3(a) contains the consideration for the settlement.</p> <p>¶ 3(b) terminated pre-existing agreements as stated elsewhere in this matrix.</p> <p>¶ 3(c) contains an agreement to file an amendment to Eschelon's interconnection agreement relating to UNE-3. This amendment was filed for state commission approval in Colorado on 6/6/02, in Utah on 5/14/02, in Washington on 5/15/02, and in Idaho on 5/23/02.</p> <p>¶ 3(d) was terminated upon transition to a mechanized process, which has been fully completed.</p> <p>¶¶ 3(e) and 3(f) contain the only going-forward terms in the agreement. These provisions were filed with state commissions.</p> <p>¶ 3(g) concerns a transition to a mechanized billing process, which has been fully performed and completed.</p> <p>Finally, ¶ 3(h) (Eschelon's withdrawal of its escalation request) is not a going forward term.</p>
Fairpoint	9/4/01	Confidential Billing Settlement Agreement	WA	Yes	Filed	The escalation and dispute resolution procedures in ¶ 7 and Attachment A of this agreement were filed with the Washington Commission on 8/22/02. ¶ 6 is a settlement of a historical dispute with only backward-looking consideration. From the face of this document, it is evident there are no other going-forward terms.
Global Crossing	9/18/00	Settlement Agreement and Release	CO, UT	No	Not in effect	Provisions of this agreement reflecting terms and conditions of UNE combinations in Colorado and Washington were superseded by interconnection agreement amendments approved in Colorado on

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (c)	Description of Terms and Status
						12117100 and in Washington on 11113100. ¶ 6(a) and (b) is a resolution of a past dispute with backward looking consideration. Other issues relating to UNE-P conversions have been fully executed and are superseded and reflected in ¶ 2 of the 7/13/01 <i>Confidential Billing Settlement Agreement</i> with Global Crossing discussed below.
Global Crossing	7/13/01	Confidential Billing Settlement Agreement	CO, NE, WA, UT	Yes	Filed	¶ 1 is a resolution of a historical dispute with backward-looking consideration. ¶ 2 concerns conversion to UNE-P or EEL and is the only going-forward term in the agreement. This provision was filed with the Colorado and Washington Commissions in August 2002. Qwest also filed this provision in Nebraska and Utah in August of 2002 because of the existence of underlying interconnection agreements in those states.
GST	1/7/00	Confidential Billing Dispute Settlement Agreement and Release	ID, WA	No	Not in effect	¶¶ 3.1, 3.2, and 3.3 concern the dismissal of pending proceedings and a settlement of a historical dispute for backward-looking consideration. Provisions related to reciprocal compensation expired by their own terms on 12/31/01. Provisions related to factors for reciprocal compensation expired by their own terms on 6/30/00.
MCI WorldCom	11/30/00	Settlement Agreement	CO, NE, WA, UT, IA	No	N/A	Any Section 251 issues addressed in this agreement were settlements of historical disputes with payment of backward-looking consideration.
MCI WorldCom	12/14/00	Confidential Billing Settlement Agreement	CO, NE, WA, UT, IA	No	Filed; Not in effect	¶ 2(a) concerns either non-Section 251 toll matters or Section 251 matters that were superseded by the 6/29/01 <i>Confidential Billing Settlement Agreement</i> , and portions

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (C)	Description of Terms and Status
						<p>¶ 2(c) concerns local reciprocal compensation rate disputes and was superseded by the 6/29/01 <i>Confidential Billing Settlement Agreement</i> discussed below, portions of which were filed with the states and reflected in interconnection agreement amendments executed on 6/29/02 and filed with the applicable states.</p> <p>¶ 3 concerns the reservation of the parties' rights and the settlement of a historical dispute and was, in any event, superseded by a filed and approved interconnection agreement amendment related to reciprocal compensation.</p>
MCI WorldCom	5/29/01	Business Escalation Agreement	CO, NE, WA, UT, IA	Yes	Filed	This agreement was filed with the Colorado, Nebraska, Utah, and Washington Commission in August 2002 and with the Iowa Commission on July 29, 2002.
MCI WorldCom	5/29/01	Confidential Billing Settlement Agreement	CO, NE, WA, UT, IA	Yes	Filed; Not in effect	<p>¶ 1 is a settlement of a historical dispute.</p> <p>¶ 2 relates to unbundled network element combinations and has been superseded by filed and approved interconnection agreement amendments. An amendment was executed on 9/27/01 and filed with the Utah Commission. An amendment to the MCI/metro interconnection agreement was filed with the Colorado Commission on 9/21/01. An amendment was filed with the Washington Commission on 10/12/01. In Iowa and</p>

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (c)	Description of Terms and Status
						<p>Nebraska, an amendment regarding unbundled network element combinations was not filed, because MCI opted into the AT&T interconnection agreement.</p> <p>¶ 3 is a settlement of historical dispute and pending litigation.</p> <p>¶ 4 is also a settlement of a historical dispute with only backward-looking consideration</p> <p>The terms related to reciprocal compensation in ¶ 5 are included in the interconnection agreement amendments executed on 6/29/01 and filed in Colorado, Nebraska, Utah, Washington, and Iowa.</p> <p>¶ 6 is a settlement of historical dispute.</p> <p>The portions of ¶ 7 reflecting going forward terms for the calculation of a relative use factor have been tiled with the applicable states. The remainder of ¶ 7 either involved the settlement of historical disputes or the carrier-specific percentage, which would not be applicable to other carriers because that percentage is based upon carrier-specific usage.</p> <p>¶ 8 has been filed in Colorado, Nebraska, Utah, Washington, and Iowa in July and August 2002. In addition, the business escalation agreement (above) also dated 6/29/01, which was also tiled in the states of Colorado, Nebraska, Utah, Washington, and Iowa, reflects a dispute resolution process discussed in this ¶ 8.</p>
McLeod	1/25/00	Confidential Settlement	All	No	Not in effect	This was a proposal letter that was formalized and superseded in its entirety by the <i>Confidential Billing</i>

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (c)	Description of Terms and Status
		Document: US West/Qwest Merger Confidential Billing Settlement	all	is		<i>Settlement Agreement</i> with McLcod dated 4/28/00 (discussed below).
McLeod	4/28/00				Filed; Not in effect	<p>¶ 1 and 2(a) resolve past disputes regarding merger proceedings, an FCC complaint relating to subscriber list information charges, and Centricx service agreements. These provisions resolve past disputes, and the subject matters of these issues do not relate to services provided under Section 251(b) or (c).</p> <p>¶ 2(b) addresses two matters. First it says that the disputed amounts incurred up to March 31, 2000 are resolved and released, and McLeod will dismiss its complaint pending before the FCC regarding subscriber line charges. Second, this paragraph says that, on a going forward basis, McLcod will pay the subscriber list information rates as stated in this paragraph, or such other final rates as may be established by any cost docket proceedings or rates that the parties may negotiate. Although appearing to be a “going-forward” term, this provision does not fall within the filing requirement for two reasons. First, subscriber list information rates are provided pursuant to Section 222(c) of the Act, not Section 251, and this paragraph simply re-states the same rates listed in the FCC’s order addressing subscriber list information under Section 222(e). Second, the express language of the provision requires the parties to use the rates set for each state through cost setting proceedings; thus the state commissions’ settings of these rates apply and supersede the specific rates stated in this provision.</p> <p>¶ 2(c) provides that the parties will amend their existing interconnection agreements to change their reciprocal</p>

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and	Description of Terms and Status
						<p>compensation terms from a usage-based system to a 'bill and keep' arrangement for local and internet-dated traffic. The parties in fact amended their interconnection agreement as stated in this paragraph through an amendment filed with the applicable state commissions pursuant to Section 252(e). Amendments were filed with the following state commissions and subsequently approved: Colorado (approved 7/13/01); Idaho (approved 10/16/00); Iowa (approved 9/18/00); Montana (approved 4/30/01); North Dakota (approved 10/11/00); Nebraska (approved 9/29/00); Utah (approved 10/25/00); Washington (approved 12/13/00); and Wyoming (approved 6/21/01). Thus, ¶ 2(c) has been superseded and does not represent an ongoing obligation. The remainder of this paragraph addresses contingencies related to the closure, or non-closure, of the Qwest/U S WEST merger. However, the merger has closed, and thus these remaining provisions do not obligate the parties today.</p> <p>Qwest has identified and bracketed ¶ 2(d) for review and approval by applicable state commissions, except for the language referencing April 30, 2000.</p> <p>The final substantive paragraph is 2(e), which addresses Centrex Service Agreements, a retail offering, not a wholesale service provided under Section 251.</p>
McLeod	5/1/00	Confidential Settlement Agreement	All	Yes	Filed	<p>¶ 1 resolves a pending complaint before the Colorado Commission involving a customer located in Greeley Colorado. It therefore reflects the settlement of an historical dispute and Section 252 does not require its filing for approval.</p>

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and	Description of Terms and Status
						Indeed, the language of this contract suggests that it was intended to apply only to Colorado, but out of an abundance of caution, Qwest has provided the provisions containing more general language to other state commissions, in addition to Colorado. for their review and approval in August of 2002.
McLeod	9/29/00	Confidential Amendment to Confidential Billing Settlement Agreement	All	No	N/A	¶¶ 1 and 2 settle historical disputes with only backward-looking consideration.
McLeod	10/26/00	Confidential Amendment to Confidential Billing Settlement Agreement	All	No	N/A	¶¶ 1 and 2 settle a historical dispute and amend the backward-looking consideration contained in the 9/29/00 Confidential Amendment to Confidential Billing Settlement Agreement discussed above.
McLeod	10/26/00	Purchase Agreement	All	No	N/A	Volume purchase commitments do not reflect new terms and conditions related to 251 services. In any event, this agreement was terminated by the parties on 9/16/02. To the extent the agreement was amended to include a discount provisions, as found by the Minnesota Commission, such amendment was also terminated by the parties on 9/16/02.
McLeod	10/26/00	Confidential Agreement	All	Yes	Filed	<p>¶ 1 of this contract says, in short, that by November 15, 2000, the parties are to meet to discuss and thereafter develop an implementation plan to establish processes and procedures to implement the interconnection agreement. Further, the implementation plan is to be finalized by December 15, 2000.</p> <p>In fact, the November 15 and December 15, 2000 dates passed, the parties did not establish an implementation plan, and there is no subsequent contract or</p>

Company	Date	Agreement	Relevant State(s)	On Qwest Site	Status of terms 251(b) and	Description of Terms and Status
						<p>documentation related to an implementation plan with McLeod. Further, to the best of Qwest's understanding, there are no previous unfilled agreements or contracts that address an implementation plan.</p> <p>This provision was not identified and bracketed for state commission approval because it does not reflect an on-going, prospective term that creates any obligations to the parties today, because all of the conduct contemplated by the provision would have been fully performed and completed by December 15, 2000.</p> <p>¶ 2 calls for quarterly meetings to resolve business issues and disputes, and ¶ 3 outlines procedures for the escalation of disputes. Qwest bracketed these paragraphs requesting applicable state commissions to approve them as amendments to the underlying interconnection agreement with McLeod and included them in its filings for approval in August 2002.</p>
McLeod	12/31/01	Confidential Billing Settlement Agreement (QC)	411	No	N/A	¶¶ 1 and 2 resolve and settle a past dispute and involve only backward-looking consideration.
NextLink	5/12/00	Confidential Billing Settlement	CO, UT, WA	No	Not in effect	<p>¶ 1 resolves market expansion line charges, interim number portability, terminating switched access charges, and 800 number originating and terminating records through a settlement involving backward-looking consideration. Therefore, this provision is a settlement of a historical dispute and all conditions have been fully performed.</p> <p>¶ 2, relating to reciprocal compensation, was superseded by interconnection agreement amendments executed by the parties in March 2002 and filed with and approved by</p>

Company	Date	Agreement	State(s)	Qwest Site	terms related to § 251(b) and	Description of Terms and Status
						<p>he Washington, Utah, and Colorado Commissions.</p> <p>n ¶ 3, regarding end user customer billing disputes, the parties resolve a past billing dispute through backward-looking consideration. The parties agree that NextLink will comply with established processes and standards; herefore no new terms or conditions of Qwest's Section 251 obligations are stated here.</p> <p>The first part of ¶ 4 is a settlement of a historical dispute regarding collocation and recurring and non-recurring charges. The second part of ¶ 4 addresses collocation terms for the state of Washington, and such terms were superseded by collocation orders and rates established by the Washington Commission (No. 003013 Part A Order (13th Supplemental Order), Jan. 31, 2001).</p> <p>¶ 5, relating to billing account numbers, is a settlement of a historical dispute.</p>
SBC	5/1/00	Letter regarding proposed settlement terms	CO, UT, WA	Yes	Tiled	<p>The line sharing form attached to the SBC letter appears to have been a mistake in copying and stapling and not part of any contract with SBC. In any event, however, the line sharing form (unexecuted) is Qwest's "permanent line sharing agreement," and has been filed for state commission approval in Colorado, Idaho, Montana, and Wyoming.</p> <p>¶¶ 1 and 3 restate established pick and choose obligations under Section 252(i) and state commission rules or orders regarding opt-in rights and approvals of interconnection agreements. These paragraphs do not present any new terms or conditions under Section 251</p>

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (C)	Description of Terms and Status
						<p>¶ 2, relating to a particular DS3 facility, has been fully performed and does not reflect any current obligations.</p> <p>¶ 4 has been identified and tiled for approval in the relevant states on August 21 and August 22, 2002, as Wilson admits.</p>
Scindo	1/10/01	Confidential Settlement Agreement	CO	No	not in effect	This agreement is terminated and has expired by virtue of Scindo's no longer being in existence. Accordingly, it does not contain any current obligations.
Scindo	1/10/01	Confidential Settlement Agreement	CO	No	not in effect	This agreement is terminated and has expired by virtue of Scindo's no longer being in existence. Accordingly, it does not contain any current obligations.
Small CLECs	1/18/00	Confidential Stipulation for Toll Services and OSS	4N	No	N/A	This is a Minnesota only agreement and is the subject of proceedings before the Minnesota Commission. It does not involve services in any states that are the subject of this 271 filing and would not, in any event, be filed in any state other than Minnesota.
SunWest Communications	1/31/01	Settlement Agreement and Mutual Release	CO	Yes	filed	<p>¶¶ 1, 2, 3(a) and 3(b) reflect the resolution of historical disputes and payment of backward-looking consideration.</p> <p>¶ 3(b) references and incorporates interconnection agreements and tariffs approved and on file with the Colorado Commission and does not reflect any new terms or conditions under Section 251.</p> <p>The only going-forward or current obligations reflected in ¶ 3(c) have been identified and bracketed for approval with the Colorado Commission. Qwest filed such provisions for approval on or about August 22, 2002.</p> <p>¶ 4 reflects a dismissal of past claims</p>

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (c)	Description of Terms and Status
						The remaining terms do not relate to Section 251.
SunWest Communications	11/8/02	Confidential Billing Settlement Agreement	CO	Yes	Filed	<p>¶¶ 1 and 2(a)-(d) reflect the resolution of historical disputes and payment of backward-looking consideration.</p> <p>¶ 2(e) has been identified and filed with the Colorado Commission on or about August 22, 2002.</p> <p>There are no other terms or conditions relating to Section 251 in this agreement.</p>
Time Warner Telecom of Colorado, LLC	11/14/02	Confidential Billing Settlement Agreement	CO	No	Filed	All ongoing terms relating to Section 251 have been identified and filed for approval with the Colorado Commission on or about August 22, 2002.
XO	4/17/01	Amendment to Confidential Billing Settlement Agreement	CO, UT, WA	No	Not in effect	This agreement does not reflect any ongoing terms and was superseded by the 12/31/01 <i>Confidential Billing Settlement Agreement</i> discussed below.
XO	12/31/01	Confidential Billing Settlement Agreement	CO, UT, WA	Yes	Filed	<p>¶ 1 is a settlement of historical disputes including disputes arising out of the 5/12/00 <i>Confidential Billing Settlement Agreement</i> with NextLink and 4/17/01 <i>Amendment to Confidential Billing Settlement Agreement</i> with XO discussed above.</p> <p>¶ 2(a) and (b) reflect backward-looking consideration to resolve those disputes.</p> <p>¶ 2(c) contains terms and conditions for reciprocal compensation that were superseded and governed by filed and approved amendments to ICAs. These amendments, reflecting terms and conditions for local and ISP-bound traffic, were executed by the parties in March 2002 and filed with and approved by the Washington, Utah, and Colorado Commissions.</p>

Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and	Description of Terms and Status
						<p>¶ 2(d) involves XO bills to QC for intrastate switched access, not a Section 251 ILEC obligation or service, and therefore does not involve the 252 filing requirement.</p> <p>¶ 2(e) relates to interstate tariffed services, not local Section 251 services.</p> <p>¶ 2(f) and (g) do not contain or concern terms related to Section 251.</p> <p>¶ 3's escalation procedures and Exhibit B to the agreement have been identified and tiled for approval with the Colorado, Utah, and Washington Commissions, as Wilson agrees.</p> <p>The remainder of this agreement does not contain any ongoing terms related to Section 251</p>

**QWEST EX PARTE
02-314
DECEMBER 13,2002
ATTACHMENT 3**



December 6, 2002

Ex Parte

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W., TW-B204
Washington, D.C. 20554

Re: WC Docket No. 02-314
Application of Qwest Communications International Inc. for
Authorization to Provide In-Region, InterLATA Service in the
States of Colorado, Idaho, Iowa, Montana, Nebraska, North
Dakota, Utah, Washington and Wyoming

Dear Ms. Dortch:

In its reply comments in this Docket, Qwest responded in **full** to the allegations of AT&T concerning its compliance with Section 252 of the Telecommunications Act. This response included an agreement-by-agreement rebuttal to the allegations of AT&T's consultant, Kenneth Wilson, that certain contracts with CLECs should be but were not on file with state regulatory authorities. Qwest demonstrated that the agreements referenced by Mr. Wilson either (1) did not include going forward terms related to Section 251(b) or (c); or (2) any such terms had been either terminated or superseded; or (3) the agreements were form contracts or backwards looking settlements of the type that the Commission has declared need not be filed pursuant to Section 252. Thus, Qwest reaffirmed that all of its currently-effective contracts with CLECs that contain on-going provisions related to Section 251(b) or (c) have been filed with the relevant state utility commission in the nine states covered by this application. *See* Qwest Supplemental Reply Comments at 60-61, and accompanying Declaration of Larry Brotherson (Oct. 25, 2002).

AT&T has responded by submitting a further declaration from **Mr. Wilson** on this subject.¹ First, **Mr. Wilson** presents further unsupported allegations regarding a small number of the contracts on his original list. For the most part, **Mr. Wilson** cannot and does not seriously challenge Qwest's showing that the agreements he previously noted no longer are in effect or otherwise do not contain currently effective Section 251-related provisions.² However, in a few cases he simply asserts that the agreements contain ongoing obligations without identifying any such provisions. In a few others he engages in unsupported innuendo regarding the terms under which agreements were terminated. In Attachment A to this letter Qwest demonstrates that **Mr. Wilson's** new allegations are simply wrong, and that Qwest's previous matrix was accurate and complete in all material respects.

Second, **Mr. Wilson** has come forward with a list of 23 additional contracts with CLECs that he claims should be on file with state authorities to comply with Section 252. Here too **Mr. Wilson** either is not aware of the actual facts,³ or is misreading the agreements. In Attachment B Qwest presents a reply matrix discussing each of these contracts. Once again we demonstrate that **Mr. Wilson** is pointing to agreements that do not have current, ongoing terms related to Section 251. Many of these contracts do not address Section 251 matters, *or* are settlements of past disputes in consideration of payments with no ongoing 251-related obligations on Qwest. The remaining agreements listed by **Mr. Wilson** have expired by their own terms, been terminated, or been superseded by another contract that has been filed. None of them contain current, ongoing terms or obligations that fall within the FCC filing standard.

The bottom line here is simple and straightforward. The agreements trumpeted by **Mr. Wilson**, both in his original declaration and in his reply declaration, do not actually contain on-going obligations that, under the FCC's recent interpretation of Section 252, require filing with state commissions at this time. Qwest is today in full compliance with Section 252 in the nine application states.

¹ See Reply Declaration of Kenneth L. Wilson ("Wilson Reply Declaration") and accompanying Responsive Matrix ("Wilson Responsive Matrix") filed as Attachment 2 to an Ex Parte Letter of AT&T (filed Nov. 7, 2002).

² **Mr. Wilson** sometimes argues that such agreements "should have been filed but Qwest is not addressing its past compliance with Section 252 as that is an enforcement question under separate review by the states. Qwest simply notes that it has different positions regarding these matters than **Mr. Wilson**, as it is showing in the relevant state proceedings.

It is not surprising that **Mr. Wilson** does not know when old Qwest contracts with CLECs have been terminated or superseded. What is surprising is that he persists in unsupported allegations that they are in effect.

Ms. Marlene Dortch
December 6, 2002
Page 3

Respectfully submitted,

Qwest Communications International
Inc.

By Todd L. Lundy
Todd L. Lundy *by Peter R.*
Associate General Counsel

ATTACHMENT A

The standard under which Qwest has been operating since May of this year, and that Qwest applied to the agreements filed with the state commissions on August 20 and 21, 2002 and posted on the Qwest website, is substantively the same as that defined by the FCC in its Order dated October 4, 2002. The FCC Order says:

- The filing requirement applies to agreements or provisions that create ongoing obligations pertaining to Section 251(b) or (c) matters;
- The filing requirement does not apply to settlement agreements that simply provide for “backward-looking consideration” (e.g., the settlement of a dispute in consideration for a cash payment or the cancellation of an unpaid bill).
- The filing requirement does not apply to order forms or form contracts that memorialize an order for services, the terms and conditions of which are set forth in the filed interconnection agreement.

Mr. Wilson adds twenty-three agreements to his previous matrix, numbers 47 through 69, and alleges that they should have been filed pursuant to Section 252. Wilson Reply Declaration, ¶ 7. However, as shown in Qwest’s matrix here at Attachment B, Mr. Wilson is wrong on all counts. **Many** of these agreements do not fall within the filing criteria specified by the FCC because they are settlements of historical disputes or do not pertain to Section 251(b) or (c) matters. The rest either have expired by their own terms, been terminated, or been superseded by another contract, and thus no longer represent ongoing terms.

Mr. Wilson’s Reply Declaration also revisited some of the agreements that Qwest had analyzed and summarized with the FCC on October 22, 2002. That filing responded to Mr. Wilson’s first declaration and matrix. Specifically, Mr. Wilson continues to argue that agreement numbers 3, 19, 22, 23, 24, and 25 are interconnection agreements that must be filed. Conspicuous by its absence is any analysis or rebuttal specifying how or why Qwest’s description of those contracts is incorrect or conflicts with the FCC standard. Instead, Mr. Wilson speculates that there are unstated terms to the contracts and relies upon the identification of those contracts as interconnection agreements that should have been filed by the Minnesota Administrative Law Judge or the Arizona advocacy staff *However, Mr. Wilson is not even correct on this -- the Arizona Staff and the Minnesota AW have listed only one these contracts as an interconnection amendment, and have not listed the other five.*¹ In any event, the following Qwest analysis and rebuttal to Mr. Wilson’s Reply Declaration and Matrix shows that these six contracts do not represent ongoing obligations under Section 251(b) or (c):

¹ For **that** matter, the other **five** contracts were not identified as interconnection agreements by the Minnesota Department of Commerce, the complainant before the Minnesota ALJ.

No. 3

Electric Light Wave	4/27/00	Confidential Billing Settlement Agreement	This agreement was a settlement of a historical dispute. It contained no forward-looking terms and only backward-looking consideration.
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Neither the Arizona Staff in its most recent report dated August 14, nor the Minnesota ALJ in his Recommended Decision, listed this agreement as one that should be filed under Section 252. Mr. Wilson's Reply matrix does not disagree that this contract represents a settlement of an historical dispute; rather he states that the issues are "interesting" to CLECs, and that the agreement suggests there must be some terms outside of the written agreement or an "oral" agreement, without stating any facts to support such an extraordinary conclusion. A reading of this agreement shows that it is a settlement of an historical dispute without containing any provisions creating an ongoing obligation for Section 251(b) or (c) matters.

No. 19

MCI WorldCom	11/30/00	Settlement Agreement	Any Section 251 issues addressed in this agreement were settlements of historical disputes with payment of backward-looking consideration.
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Neither the Arizona Staff in its most recent report dated August 14, nor the Minnesota ALJ in his Recommended Decision, listed this agreement as one that should be filed under Section 252. Mr. Wilson's Reply matrix says, remarkably, that "the agreement does not specify how those issues are resolved going forward." *In other words, Mr. Wilson admits that the agreement does not contain any ongoing, forward-looking terms, and is merely a backward-looking resolution of an historical dispute.*

No. 22:

McLeod	9/29/00	Confidential Amendment to Confidential Billing Settlement Agreement	¶¶ 1 and 2 settle historical disputes with only backward-looking consideration.
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Again, neither the Arizona Staff in its most recent report dated August 14, nor the Minnesota ALJ in his Recommended Decision, listed this agreement as one that should be filed under Section 252. And again, Mr. Wilson admits that this contract contains no going forward terms. He nevertheless baselessly speculates that "some [going forward] arrangements must have been made orally" without providing any facts to support such a conclusion. Any reading of this agreement

shows that it is a settlement of an historical dispute without containing any provisions creating an ongoing obligation for Section 251@) or (c) matters.

No. 23

McLeod	10/26/00	Confidential Amendment to Confidential Billing Settlement Agreement	Settlement of Historical Dispute
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Once again, neither the Arizona Staff in its most recent report dated August 14, nor the Minnesota ALJ in his Recommended Decision, listed this agreement as one that should be filed under Section 252, and again Mr. Wilson admits that this contract contains no going forward terms. He speculates that “some [going forward] arrangements must have been made” without providing any facts to support such a conclusion. **Any** reading of this agreement shows that it is **a** settlement of an historical dispute without any provisions creating an ongoing obligation for Section 251(b) or (c) matters.

No. 24

McLeod	10/26/00	Purchase Agreement	Volume purchase commitments do not reflect new terms and conditions related to 251 services. In any event, this agreement was terminated by the parties on 9/19/02. To the extent the agreement was amended to include a discount component, as found by the Minnesota Commission, such a component was also terminated by the parties on 9/19/02.
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This is the only contract of the six that the Arizona Staff and the Minnesota ALJ identified as an interconnection agreement; however, this is premised upon their finding that Qwest and McLeod entered into an oral agreement for a discount, not on the written agreement standing alone. **As** Qwest has repeatedly stated before, it denies the existence of such an oral agreement. But, without regard to who is correct on the existence or non-existence of such an oral agreement, there is no dispute that this arrangement, as well as any alleged oral component, was terminated by the parties on September 19, 2002, and therefore there are no current ongoing obligations represented by this contract.

McLeod	12/31/01	Confidential Billing Settlement Agreement (QC)	¶¶ 1 and 2 resolve and settle a past dispute and involve only backward-looking consideration.
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they do not, and Mr. Wilson's Reply Declaration and matrix do not contradict Qwest's conclusions.

Finally, Mr. Wilson says that, if the content of these contracts were known, the workshops would have included numerous additional issues. In fact, these agreements have been available for review for several months, and AT&T has filed motions requesting the states to re-open the 271 workshops on the basis on these agreements. The states have uniformly denied AT&T's motion. Further, Mr. Wilson, despite listing up to 78 agreements, fails to identify any issues that have not been fully reviewed or that should be the basis of reopening the **271** workshops.

In sum, neither Mr. Wilson's Reply Declaration, nor any of his newly listed agreements, identify any errors in Qwest's analysis of the past agreements. Based on its own review, Qwest is not aware of any provisions representing an ongoing obligation pertaining to Section 251(b) or (c) that have not expired or been terminated and remain unfiled. Mr. Wilson has not pointed to any of such provisions here. Qwest stands by its original response to Mr. Wilson provided with its Supplemental Reply Comments in this docket at 60-61 and the accompanying Brotherson Declaration at Exhibit B.

ATTACHMENT B

Reply to Responsive Matrix of Kenneth Wilson

December 6, 2002

Wilson Aff. Agmt #	Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (c)	Description of Terms and Status
47	Allegiance	2/20/99	Directory Assistance Agreement with U S WEST DEX	CO, WA	No	N/A	Qwest has not been able to locate an agreement that matches this description. DEX has no involvement in providing directory assistance. However, from the title of the contract, it is self-evident that it should not be subject to § 252 for at least two reasons: (1) the directory assistance terms are not §251(b) or (c) obligations; and (2) the agreement is with U S WEST DEX, rather than with Qwest Corporation as the BOC.
48	Allegiance	12/20/99	Publishing Agreement for Official Listings with DEX	CO, WA	No	N/A	This contract is not subject to § 252 for at least two reasons: (1) the publishing terms are not §251(b) or (c) obligations; (2) the agreement is with U S WEST DEX, rather than with Qwest Corporation as the BOC.
49	Allegiance	3/23/00	Internet Calling Name Delivery Service Agreement	CO, WA	No	N/A	This contract is not subject to §252 because it is a form contract
50	Allegiance	5/29/00	Directory Assistance Agreement with U S WEST	CO, WA	No	N/A	This contract is not subject to § 252 for two reasons (1) the directory assistance terms are not §251(b) or (c) obligations; and (2) this is a form contract.
51	Allegiance	3/23/00	Inter-network Calling Name Delivery Service Agreement	CO, WA	No	N/A	This contract is not subject to §252 because it is a form contract
52	Allegiance	5/19/02	Operator Service Agreement	CO, WA	No	Filed	This contract is not subject to § 252 for two reasons: (1) the operator services terms are not Section 251(b) or (c) obligations; and (2) this is a form contract. In any event, this agreement was filed with both relevant states (CO/WA) for approval anyway.

Wilson Aff. Agmt #	Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (c)	Description of Terms and Status
53	Arch Communications	5/16/00	Confidential Billing Settlement Agreement	CO, ID, A, NE, ID, UT, VA, WY	No	Not in effect	This agreement is a settlement of a historical dispute with no going forward obligations under section 251, and is therefore not subject to section 252. In any event, it was superseded by filed Interconnection Agreement dated 7/1/00.
54	Arch Communications d/b/a Paging Network	1/23/01	Confidential Billing Settlement Agreement	CO, ID, A, NE, ID, UT, VA, WY	No	Not in effect	PageNet was subsumed by Arch Communications, and the Arch Communications Interconnection Agreement is the operative agreement for the combined companies. Thus, this agreement contains no going-forward terms that are in effect. (This matter was previously discussed in response to comments of PageData in Qwest's Supplemental Reply Comments in this docket at 51, n.69.
55	Electric Light Wave	6/19/99	Confidential Settlement Document and Release	WA, ID, JT	No	Not in effect	It is Qwest's understanding that Mr. Wilson is referring to the agreement of this title dated 12/30/99. That agreement expired by its own terms on 12/31/01 and has also been superseded by a 4/26/02 agreement, the going forward terms of which have been filed with the applicable state commissions.
56	Electric Light Wave	4/30/01	Amendment #2 to Confidential Settlement Agreement	WA, ID, UT	No	Not in effect	This agreement expired by its own terms on 7/1/01 and has also been superseded by a 4/26/02 agreement, the going forward terms of which have been filed with the applicable state commissions
57	Eschelon	10/1/00	Confidential Purchase Agreement	CO, ID, UT, WA	No	N/A	This is a volume purchase agreement and contains no provisions setting rates, terms or conditions for §251(b) or (c) obligations. In any event, this agreement was terminated by the March 1, 2002 Settlement Agreement (§)

Wilson Aff. Agmt #	Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (c)	Description of Terms and Status
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							(b)(4)).
58	Eschelon	1/15/00	Confidential Billing Settlement Agreement	CO, ID, IT, WA	No	N/A	Provisions in ¶ 2 are a settlement of a historical dispute and have been fully performed with no going forward obligations under Section 251. Provisions in ¶ 1 regarding a “new platform” are contained in and superseded by a filed interconnection amendment that was approved by the state commissions. This provision simply evidences an intention to enter into and file an interconnection agreement, which occurred, and thus this contract does not contain any terms that should be subject to a filing requirement.
59	Eschelon	7/3/01	Confidential Third Amendment to Confidential Trade Secret Stipulation	CO, ID, JT, WA	No	Not in effect	This agreement was terminated by the March 1, 2002 Settlement Agreement (¶ 3(b)(6)).
60	Espire	5/20/01	Confidential Billing Settlement Agreement	CO	No	N/A	This agreement is a settlement of a historic dispute with no going forward obligations under Section 251
61	McLeodUSA	10/26/00	Amendment to Confidential Billing Settlement Agreement	All	No	N/A	¶¶ 1 and 2 are settlements of a historical dispute and have been fully performed. Other provisions contained in ¶ 1 regarding a “new platform” are contained in and superseded by a filed interconnection amendment that was approved by the state commissions. This provision simply evidences an intention to enter into and file an interconnection agreement, which occurred. Thus, this contract does not contain any terms that should be subject to a filing requirement.
62	McLeodUSA	12/31/01	Confidential Billing	All	No	N/A	This agreement is a settlement of a historical

Wilson Aff. Agmt #	Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (c)	Description of Terms and Status
			Settlement Agreement (QCC)				dispute with no going forward obligations under Section 251
63	NexTel	3/20/01	Settlement Agreement and Mutual Release	All	No	N/A	This agreement is a settlement of a historical dispute with no going forward obligations under Section 251
64	SBC	5/1/01	Confidential Consent to Assignment & Collocation Change of Responsibility Agreement	UT	No	N/A	This contract is a settlement of a historical dispute with NAS (Network Asset Solutions) and an assignment of collocation from NAS to SBC under the terms of the SBC Interconnection Agreements. Therefore, the terms of collocation are governed by the SBC Interconnection Agreements. Qwest believes that a consent to an assignment of collocation from one CLEC to another is not an ongoing term of interconnection, but in any event, any currently ongoing terms of interconnection are superseded and governed by SBC's Interconnection Agreement.
65	SBC	10/5/01	Facility Decommissioning Agreement	UT	Yes	Filed	This agreement was filed for approval with the Utah Commission on August 2, 2002.
66	Western Wireless	4/17/00	Settlement Agreement and Mutual Release	ND, MO, UT	No	N/A	This is a settlement of a historical dispute with no going forward obligations under Section 251.
67	XO	12/31/01	Confidential Billing Settlement Agreement (QCC)	CO, UT, WA	No	N/A	Qwest is unsure which agreement Mr. Wilson is referring to, but the agreements of this date and title involve either a settlement of a historical dispute with no going forward obligations under Section 251, or out-of-region issues.
68	XO	12/31/01	Take or Pay Agreement	CO, UT, WA	NO	N/A	This contract contains no provisions setting rates, terms or conditions for Section 251(b) or (c) services

Wilson Aff. Agmt #	Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (c)	Description of Terms and Status
69	Z-Tel	5/18/01	Memorandum of Understanding	All	No	N/A	This agreement expresses an intention to negotiate and enter into interconnection agreements and also contains a 60-day litigation stand-down provision. In any event, all interconnection issues are governed by filed and approved interconnection agreements between the parties.

**QWEST EX PARTE
02-314
DECEMBER 13,2002
ATTACHMENT 4A**

**PP 1-7
REDACTED FOR PUBLIC INSPECTION**

**QWEST EX PARTE
02-314
DECEMBER 13,2002
ATTACHMENT 4B**

**PP 1-16
REDACTED FOR PUBLIC INSPECTION**

**QWEST EX PARTE
02-314
DECEMBER 13,2002
ATTACHMENT 4C**

**PP 1-9
REDACTED FOR PUBLIC INSPECTION**

**QWEST EX PARTE
02-314
DECEMBER 13,2002
ATTACHMENT 4D**

PP 1-7

REDACTED FOR PUBLIC INSPECTION

**QWEST EX PARTE
02-314
DECEMBER 13,2002
ATTACHMENT 4E**

**PP 1-5
REDACTED FOR PUBLIC INSPECTION**

**QWEST EX PARTE
02-314
DECEMBER 13,2002
ATTACHMENT 4F**

**PP 1-9
REDACTED FOR PUBLIC INSPECTION**

**QWEST EX PARTE
02-314
DECEMBER 13,2002
ATTACHMENT 4G**

**PP 1-25
REDACTED FOR PUBLIC INSPECTION**

**QWEST EX PARTE
02-314
DECEMBER 13,2002
ATTACHMENT 4H**

**PP 1-5
REDACTED FOR PUBLIC INSPECTION**

**QWEST EX PARTE
02-314
DECEMBER 13, 2002
ATTACHMENT 41**

**PP 1-6
REDACTED FOR PUBLIC INSPECTION**

**QWEST EX PARTE
02-314
DECEMBER 13,2002
ATTACHMENT 4J**

**PP 1-5
REDACTED FOR PUBLIC INSPECTION**

**QWEST EX PARTE
02-314
DECEMBER 13,2002
ATTACHMENT 4K**

**PP 1-12
REDACTED FOR PUBLIC INSPECTION**